

## APPENDIX A

### **ARTICLE 8            RELEASE**

8.1     Effective as of the Final Approval Date, the Releasing Parties (as defined below), which includes the Plaintiffs and Class Members, fully, finally, and forever release, relinquish, and discharge the Released Parties (as defined below), which includes Conseco Life, Wilton Re, Wilco Life Affiliates (as defined below), and Wilco Life Agents (as defined below), all in their capacities as such, from all Released Claims (as defined below).

8.2     “Released Claims” means any and all past, present, or future Claims arising out of or relating to:

8.2.1   the marketing, sale, purchase, solicitation, pricing, acceptance, issuance, selection and categorization, operation, maintenance, administration, servicing, surrender, and/or termination of LifeTrend Policies;

8.2.2   the Claims alleged in the Action (and Claims that could have been alleged in the Action regarding the LifeTrend Policies), including but not limited to, allegations that Conseco Life: failed to provide accurate disclosures and reports regarding the LifeTrend Policies; improperly managed its business and the company with respect to the LifeTrend Policies; improperly calculated premium amounts owed on the LifeTrend Policies; improperly determined vanishing premium eligibility for the LifeTrend Policies; improperly increased cost-of-insurance rates for the LifeTrend Policies, including by considering duration; improperly diluted guaranteed interest rates for the LifeTrend Policies; violated the LifeTrend Policies’ non-participating provision by attempting to recover financial losses through increased premiums, cost-of-insurance deductions, and expense charges; and improperly induced policyholders to surrender their LifeTrend Policies;

8.2.3 the Claims alleged in the MDL Proceeding against Conseco Life regarding the LifeTrend Policies (and Claims that could have been alleged in the MDL Proceeding regarding the LifeTrend Policies), including but not limited to, allegations that Conseco Life: failed to provide accurate disclosures and reports regarding the LifeTrend Policies; improperly managed its business and the company with respect to the LifeTrend Policies; improperly calculated premium amounts owed on the LifeTrend Policies; improperly determined vanishing premium eligibility for the LifeTrend Policies; improperly increased cost-of-insurance rates for the LifeTrend Policies, including by considering duration; improperly diluted guaranteed interest rates for the LifeTrend Policies; violated the LifeTrend Policies' non-participating provision by attempting to recover financial losses through increased premiums, cost-of-insurance deductions, and expense charges; and improperly induced policyholders to surrender their LifeTrend Policies;

8.2.4 any and all of the acts, omissions, facts, matters, transactions, occurrences or representations that were directly or indirectly alleged, asserted, described, set forth or referred to in this Action relating to and/or regarding the LifeTrend Policies;

8.2.5 the facts and circumstances surrounding any replacement of or conversion into a Class Policy, provided that this Paragraph shall not release any Claims under any life insurance, annuity, or other contract that is not a LifeTrend Policy;

8.2.6 descriptions, explanations, or communications regarding LifeTrend Policies;

8.2.7 any and all acts, omissions, facts, matters, transactions, claims handling, occurrences or representations by Conseco Life or Wilton Re relating to the sale and/or purchase of Conseco Life, to the extent such acts, omissions, facts, matters, transactions,

claims handling, occurrences or representations affected or may affect Class Members' rights under LifeTrend Policies or the administration of LifeTrend Policies;

8.2.8 the Claim Process and settlement relief prescribed by this Agreement, provided that this Paragraph does not release any Claims for breach of this Agreement; and/or

8.2.9 any conduct or alleged breach or wrongdoing with respect to LifeTrend Policies.

8.2.10 Notwithstanding the foregoing, Released Claims do not include Claims that relate to the marketing, sale, purchase, solicitation, pricing, or administration of life insurance or annuity contracts unrelated to the LifeTrend Policies.

8.2.11 Notwithstanding the foregoing, Released Claims do not include any Claim for a contractual right, including a right to a life insurance death benefit, under a policy or annuity contract other than the LifeTrend Policies.

8.3 “Claims” shall have the following meaning for purposes of this Agreement:

8.3.1 Claims include all past, present, and future claims, causes of action, demands, damages, attorneys' fees, costs, expenses, interest, penalties, discovery demands, available or requested equitable relief including but not limited to injunctive and declaratory relief, suits in equity and at law, suits seeking damages, legal relief, and rights, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, or based on any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city or municipality.

8.3.2 Claims include, without limitation, Claims based on negligence, gross negligence, breach of contract, breach of express and implied warranties, fraud, negligent

misrepresentation, violations of consumer and deceptive trade practices acts, violations of insurance regulations, violations of duties or obligations, violations of duties of good faith and/or fair dealing, violations of insurance administrative requirements, violations of the Magnuson-Moss Warranty Act, intentional misconduct, statutory violations, emotional distress, mental anguish, and other forms of consequential damages.

8.3.3 Claims include any and all Claims for attorneys' fees, expenses, costs and/or disbursements incurred by Class Counsel or any other counsel representing the Plaintiffs or any Class Member, or by the Plaintiffs or any Class Member in connection with or related in any manner to this Action, the settlement of this Action, the administration of such settlement, and this Agreement.

8.3.4 Claims include Claims the Releasing Parties do not know or suspect to exist and that, if known, might have affected their decision to enter into the release. The Releasing Parties understand the meaning of, intend to and shall be deemed to relinquish, to the extent it is applicable, and to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

The Releasing Parties also shall be deemed to waive any and all provisions, rights and benefits conferred by federal law or any law of any state or territory of the United States, or principle of common law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

8.4 "Releasing Parties" means the Plaintiffs and Class Members, both individually and on behalf of themselves and their legal representatives, estates, surviving spouses, heirs,

previously designated beneficiaries, successors to previously designated beneficiaries (whether primary or contingent), and all of their successors in interest, transferees and assigns, all in their capacities as such. Consecro Life, Wilton Re, Wilco Life Affiliates, Wilco Life Agents, the CNO Defendants, CNO Affiliates, and CNO Agents are not Releasing Parties.

8.5 “Released Parties” means Consecro Life, Wilton Re, Consecro Life’s insurers and reinsurers (in their capacities as such), Wilco Life Affiliates (in their capacities as such), and Wilco Life Agents (in their capacities as such). Notwithstanding any other provision of this Agreement, “Released Parties” does not include the CNO Defendants, CNO Affiliates (in their capacities as such), or CNO Agents (in their capacities as such).

8.6 “Wilco Life Affiliate” means Affiliates of Consecro Life and Affiliates of Wilton Re, provided that, for purposes of this Agreement, (a) neither CNO Defendant is a Wilco Life Affiliate under any circumstances; and (b) a Person who is a Wilco Life Affiliate and who is engaged in conduct on behalf of both (i) a CNO Defendant and/or a CNO Affiliate and (ii) Consecro Life and/or a Wilco Life Affiliate shall be treated as a Wilco Life Affiliate for purposes of that conduct. The following are included, without limitation, as Wilco Life Affiliates: Wilton Reassurance Company, Wilton Re U.S. Holdings, Inc., Wilton Reassurance Life Company of New York, Wilcac Life Insurance Company, Wilton Re Services, Inc., Canada Pension Plan Investment Board, and Texas Life Insurance Company.

8.7 “Wilco Life Agent” means Agents of Consecro Life and Agents of Wilco Life Affiliates, provided that, for purposes of this Agreement, (a) neither CNO Defendant is a Wilco Life Agent under any circumstances; (b) a Person who is a Wilco Life Agent and who is engaged in conduct on behalf of both (i) a CNO Defendant and/or a CNO Affiliate and (ii) Consecro Life and/or a Wilco Life Affiliate shall be treated as a Wilco Life Agent for purposes of that conduct.

8.8 “CNO Affiliate” means an Affiliate of one or both of the CNO Defendants, provided that, for purposes of this Agreement, (a) Consecro Life and Wilton Re are not a CNO Affiliate under any circumstances, and (b) the Affiliate is not engaged in conduct on behalf of Consecro Life or Wilton Re.

8.9 “CNO Agent” means an Agent of one or more of the CNO Defendants and/or the CNO Affiliates, provided that, for purposes of this Agreement, (a) Consecro Life and Wilton Re are not a CNO Agent under any circumstances, and (b) the Agent is not engaged in conduct on behalf of Consecro Life or Wilton Re.

8.10 “Affiliate” means any of a Person’s past, present and/or future officers, directors, employees, parents, subsidiaries, predecessors, successors, assigns, and/or entities owned by its parents and/or subsidiaries, all in their capacities as such.

8.11 “Agent” means any of a Person’s past, present and/or future express agents, implied agents, attorneys, third-party administrators, representatives, sales representatives, insurance agents, insurance brokers, retailers, and Persons acting on behalf of any of the foregoing, all in their capacities as such.

8.12 Nothing in this Agreement shall be construed to release the CNO Defendants, CNO Affiliates (in their capacities as such), or CNO Agents (in their capacities as such) from any Claim, including (but not limited to) the Claims asserted against the CNO Defendants in the Amended Complaint. Nothing in this Agreement shall preclude Plaintiffs or Class Members from prosecuting Claims against the CNO Defendants, CNO Affiliates (in their capacities as such), or CNO Agents (in their capacities as such) in this Action or any other action.

8.13 Nothing in this Agreement shall preclude Plaintiffs or Class Members from (a) taking any discovery of the CNO Defendants, CNO Affiliates, or any witnesses that are present or former employees or agents of the CNO Defendants or CNO Affiliates;

(b) subpoenaing any witnesses that are present or former employees or agents of the CNO Defendants or CNO Affiliates; (c) obtaining documents or testimony from the CNO Defendants or CNO Affiliates; (d) subject to the limitations in Paragraph 8.13.1, subpoenaing documents or testimony from Conseco Life pertaining to the Claims against the CNO Defendants in this Action; (e) subpoenaing documents or testimony from Wilton Re regarding fees to service the LifeTrend Policies; or (f) calling any witnesses to testify at trial or a class certification hearing in any Claim against one or both of the CNO Defendants, including this Action.

8.13.1 Plaintiffs shall attempt to seek documents and information from the CNO Defendants and seek relief from the Court to compel such documents or information, before attempting to seek such documents or information from Conseco Life or Wilton Re, and any such attempts to seek such documents or information from Conseco Life or Wilton Re shall be in accordance with the Court's discovery rulings.

8.13.2 Provided that Conseco Life and Wilton Re may designate documents or information as confidential pursuant to any applicable confidentiality order, neither Conseco Life nor Wilton Re shall object to the production by the CNO Defendants of (i) non-privileged documents pertaining to LifeTrend Policies, management of Conseco Life's finances, reserves, and LifeTrend Policies by the CNO Defendants prior to the Wilton Re acquisition, or the pricing and charges for management of, administering of, or providing services to Conseco Life by the CNO Defendants before or after the Wilton Re acquisition; or (ii) non-privileged information pertaining to LifeTrend Policies, management of Conseco Life's finances, reserves, and LifeTrend Policies by the CNO Defendants prior to the Wilton Re acquisition, or the pricing and charges for management of, administering of, or providing services to Conseco Life by the CNO Defendants before or after the Wilton Re acquisition.

8.14 Upon the Final Approval Date, the Plaintiffs, individually and on behalf of the Class Members, and Consecro Life shall promptly file a stipulation of dismissal with prejudice of all Claims against Consecro Life in this Action as set forth in the Final Approval Order and the Settling Parties shall cooperate in seeking that the Consecro Life Judgment of Dismissal immediately becomes a Final and Non-Appealable Order.

8.15 Nothing in this Article shall preclude any action to enforce the terms of this Agreement, or otherwise preclude Plaintiffs and Class Members from receiving the class relief provided in this Agreement.